LOAN NUMBER 9621-CL

Loan Agreement

(Chile Program for Universal Primary Healthcare Coverage and Resilience)

between

REPUBLIC OF CHILE

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF CHILE ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). The Borrower and the Bank hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — LOAN

- 2.01. The Bank agrees to lend to the Borrower the amount of two hundred million Dollars (USD 200,000,000), as such amount may be converted from time to time through a Currency Conversion ("Loan"), to assist in financing the program described in Schedule 1 to this Agreement ("Program").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement. All withdrawals from the Loan Account shall be deposited by the Bank into an account specified by the Borrower and acceptable to the Bank. The Borrower's Representative for purposes of taking any action required or permitted to be taken pursuant to this Section is its Minister of MoH.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Variable Spread; or such rate as may apply following a Conversion; subject to Section 3.02 (e) of the General Conditions.
- 2.06. The Payment Dates are January 1 and July 1 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

ARTICLE III — PROGRAM

3.01. The Borrower declares its commitment to the objective of the Program. To this end, the Borrower, through MoH, shall carry out the Program with the assistance of the National Health Services Entities and the Participating Municipalities in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Condition of Effectiveness consists of the following, namely that the Borrower, through MoH, has developed and adopted the Operation Manual set forth in Section I.C.1 of the Schedule 2 to this Agreement in form and substance acceptable to the Bank.
- 4.02. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. Except as provided in Section 2.02 of this Agreement, the Borrower's Representative is its Minister of Finance, or any other person authorized in writing by such Representative.
- 5.02. For purposes of Section 10.01 of the General Conditions:
 - (a) the Borrower's address is:

Ministry of Finance Teatinos 120 Santiago, Chile; and;

(b) the Borrower's Electronic Address is:

E-mail: oficinapartes@dipres.gob.cl

- 5.03. For purposes of Section 10.01 of the General Conditions:
 - (a) the Bank's address is:

International Bank for Reconstruction and Development 1818 H Street, N.W. Washington, D.C. 20433 United States of America; and

(b) the Bank's Electronic Address is:

Telex: Facsimile: E-mail:

248423(MCI) or 1-202-477-6391 <u>iabousleiman@worldbank.org</u>

64145(MCI)

REPUBLIC OF CHILE

Ву	<i>7</i>	mp
		Authorized Representative
	Name:	Mario Marcel
	Title:	Minister of Finance
	Date: _	10-мау-2024
RI		ON AND DEVELOPMENT
Ву	/	
		Authorized Representative
	Name:	Issam Abousleiman
	Title:	Country Director
		19-Apr-2024
Countersigned on behalf of the Treasurer General of the Republic of Chile ¹		ned on behalf of the er General of the Republic of
By:	Bv:	
Authorized Representative	Au	thorized Representative
Name:	Name:	
Title:	Title:	
Date:	Date:	

¹ Countersignature date by the Treasurer General of the Republic of Chile is not considered for purposes of establishing the Signature Date.

 $^{^2}$ Countersignature date by the Comptroller General of the Republic of Chile is not considered for purposes of establishing the Signature Date.

SCHEDULE 1

Program Description

The objective of the Program is to improve coverage, quality, and efficiency of primary health care and the health system's resilience.

The Program consists of the following selected activities under the Universal Primary Health Care ("PHC") Program:

Results Area 1: Coverage and Quality of Primary Healthcare

Establishing universal coverage for and access to effective and accessible PHC services for all people in the Borrower's territory, regardless of their health insurance status, through: (a) increasing the number of Municipalities included in the PHC Program; (b) increasing the registered population receiving PHC Services; (c) closing gaps in the quality of care, with a special focus on the prevention and control of NCDs and the needs of women and persons identifying as LGBTIQA+; and (d) strengthening the implementation of a new Comprehensive People-Centered Care Strategy (*Estrategia de Cuidado Integral Centrado en las Personas*, ECICEP), and a patient navigation system.

Results Area 2: Resilient Primary Healthcare

Strengthening PHC to build a resilient health system to effectively prevent, prepare for, respond to, and withstand, future public health emergencies and address preparedness for natural disasters, fragility, conflict, and violence, through, *inter alia*: (a) developing a guide for surveillance of public health emergency risks and climate change in universal PHC; (b) training staff for emergency risk surveillance and creating Comprehensive Response Teams ("CRT") appointed and georeferenced to Participating Municipalities; (c) organizing and conducting public health emergency and climate change drills; and (d) designing and constructing a new infrastructure model that is adjusted to climate-related hazard exposure, geographic distribution, and energy efficiency standards.

Results Area 3: Efficiency and Transparent Primary Healthcare

Improving the use of resources in healthcare, leading to more efficient and effective care, through: (a) modernizing the allocation of PHC funding based on health and social risks; (b) costing the current preventive component of the PHC Health Benefit Package; (c) training municipal PHC managers to develop effective leadership and PHC budget execution skills; (d) developing and implementing an interoperable referral digital system between PHC facilities and specialist doctors in their corresponding hospital network; and (e) creating a virtual health management platform for PHC users to access health and health services information, schedule appointments, receive reminders and information about healthy lifestyles and/or threats, and evaluate PHC services received.

SCHEDULE 2

Program Execution

Section I. Implementation Arrangements

A. Program Institutions

- 1. The Borrower, through MoH, shall be responsible for the overall implementation and oversight of the Program. To this end, the Borrower, through MoH, shall operate and maintain within MoH, throughout Program implementation, a Program coordination team ("PCT") with a structure, functions, and responsibilities acceptable to the Bank, as set forth in the Operation Manual, including, *inter alia*:
 - (a) a technical sub-division, which shall be responsible for, *inter alia*: (i) the general supervision of the Program execution; (ii) coordinating: (A) the implementation of the Program's activities across MoH's secretariats and other actors within and outside the health sector; (B) data collection, as applicable; and (C) the external verification process with the Verification Agents; (iii) monitoring performance and reporting of the DLIs/DLRs; and (iv) overseeing and following up on environmental and social and fiduciary issues.
 - (b) a financial/administrative sub-division, which shall be responsible for budget management, procurement and financial management, including, *inter alia*: (i) coordinating and overseeing the Program's budget execution; (ii) overseeing the procurement and bidding processes executed by the National Health Services Entities and DIFAI, and Program activities carried out by Participating Municipalities; (iii) preparing financial statement reports; (iv) developing and facilitating the external verification process with the Verification Agent; and (v) facilitating access to information required for the carrying out of financial audits.

B. Participation Agreements

- 1. Prior to carrying out activities with a Participating Municipality under the Program, the Borrower, through MoH, shall cause the pertinent National Health Services Entity to enter into an agreement ("Participation Agreement") with the Participating Municipality (or, if applicable, amend the existing Participation Agreement), which shall include, *inter alia*, the Participating Municipality's obligations to carry out the Universal PHC Program in accordance with its guidelines and instructions, which shall include the obligations related to the Program, including, *inter alia*, the ones set forth in the Operation Manual and the Anti-corruption Guidelines.
- 2. The Borrower, through the MoH, shall cause each National Health Services Entity and each Participating Municipality to exercise its rights under each Participation Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower, through the MoH, shall cause each National Health Services Entity not to assign, amend, abrogate, or waive the abovementioned obligations related to the Program.

C. Operation Manual

- 1. The Borrower, through MoH, shall develop and adopt an Operation Manual for the Program, in a manner and substance satisfactory to the Bank, and thereafter ensure that the Program is carried out in accordance with the provisions set forth in said Operation Manual, which shall set forth the institutional, administrative, financial, technical and operational guidelines and procedures for the implementation of the Program, including, *inter alia*: (a) the Program Action Plan; (b) the Program Fiduciary, Environmental and Social Systems; (c) the Verification Protocol agreed with the Bank for evaluating the achievement of the DLIs and their respective DLRs; (d) the terms of reference for the Verification Agent; (e) the functions and responsibilities of the PCT (including its composition), the National Health Services Entities, DIFAI and Participating Municipalities; (f) the High Valued Health Services; and (g) the protocols to ensure compliance with the Anti-corruption Guidelines, including operational arrangements to handle allegations, information, and investigations related to fraud and corruption.
- 2. Except as the Bank may otherwise agree in writing, the Borrower, through MoH, shall not abrogate, amend, suspend, waive, or otherwise fail to enforce the Operation Manual or any provision thereof. In case of any conflict between the terms of the Operation Manual and this Agreement, the provisions of this Agreement shall prevail.

D. Verification Arrangements

- 1. The Borrower, through MoH, shall appoint, not later than three (3) months after the Effective Date, and thereafter maintain, throughout Program implementation, one or more verification agents with experience and qualifications and under terms of reference acceptable to the Bank (the "Verification Agent") to verify the data and other evidence supporting the achievement(s) of one or more DLIs/DLRs.
- 2. The Borrower, through MoH, shall ensure that the Verification Agent referred to in the preceding paragraph: (a) carries out the DLIs/DLRs' verification process(es) in accordance with the Verification Protocol; and (b) submits to MoH the corresponding verification reports in a timely manner and in form and substance satisfactory to the Bank.

E. Program Action Plan

1. The Borrower, through MoH, shall: (a) undertake the actions set forth in the Program Action Plan in a manner satisfactory to the Bank; (b) except as the Bank and the Borrower, through MoH, shall otherwise agree in writing, not to assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the Program Action Plan, or any provision thereof; and (c) maintain policies and procedures adequate to enable it to monitor and evaluate, in accordance with guidelines acceptable to the Bank, the implementation of the Program Action Plan.

Section II. Excluded Activities

A. The Borrower, through MoH, shall ensure that the Program excludes any activities which:

- 1. in the opinion of the Bank, are likely to have significant adverse impacts that are sensitive, diverse, or unprecedented on the environment and/or affected people; or
- 2. involve the procurement of: (a) works, estimated to cost USD 200,000,000 equivalent or more per contract; (b) goods, estimated to cost USD 125,000,000 equivalent or more per contract; (c) non-consulting services, estimated to cost USD 125,000,000 equivalent or more per contract; or (d) consulting services, estimated to cost USD 40,000,000 equivalent or more per contract.

Section III. Program Monitoring, Reporting, and Evaluation

The Borrower, through MoH, shall furnish to the Bank each Program Report not later than seventy-five (75) days after the end of each calendar semester, covering the calendar semester.

Section IV. Withdrawal of Loan Proceeds

A. General

- 1. Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower, through MoH, may withdraw the proceeds of the Loan to: (a) finance Program Expenditures (inclusive of Taxes), on the basis of the results ("Disbursement Linked Results" or "DLRs") achieved by the Borrower, through MoH, as measured against specific indicators ("Disbursement Linked Indicators" or "DLIs") in the amounts allocated against Categories (1) through (8); and (b) pay: (i) the Front-end Fee; (ii) the Commitment Charge; and (iii) each Interest Rate Cap or Interest Rate Collar premium.
- 2. The following table specifies each category of withdrawal of the proceeds of the Loan (including the Disbursement Linked Indicators as applicable) ("Category"), the Disbursement Linked Results for each Category (as applicable), and the allocation of the amounts of the Loan to each Category:

Category (including Disbursement Linked Indicator as applicable)	Disbursement Linked Result (as applicable)	Amount of the Loan Allocated / (expressed in USD)
(1) DLI#1: Gradual implementation of the Universal PHC Program's coverage.	DLR#1.1 (<u>Scalable</u>): 180 Participation Agreements have been duly signed.	USD 127,778 per duly signed Participation Agreement up to USD 23,000,040.
	DLR#1.2 (<i>Scalable</i>): 127 Participating Municipalities each with at least 50% of the population having received at least one (1) PHC service.	USD 220,472 per Participating Municipality up to USD 27,999,944.
DLI#1 total:		USD 50,999,984

(2) DLI#2: Gender perspective and violence control, considering women and LGBTIQA+ people.	DLR#2.1 (Scalable): 127 Participating Municipalities have each at least 15 available community health agents trained in gender- based violence (GBV). DLR#2.2 (Scalable): 127 Participating Municipalities have each at least 20% increase in positive user experience assessment regarding the evaluation of LGBTIQA+ community in the national User Treatment Survey, in relation to the DLR#2.2 Baseline (as defined in the Appendix to this Agreement).	USD 39,370 per Participating Municipality up to USD 4,999,990. USD 39,370 per Participating Municipality up to USD 4,999,990.
DLI#2 total:		USD 9,999,980
(3) DLI#3: Decrease in the rate of avoidable hospitalizations for PHC patients with multi-morbidity in Participating Municipalities.	DLR#3.1 (Scalable): At least a 0.5% reduction in the number of hospitalizations of ECICEP people with multimorbidity in Cohort 1 in relation to the DLRs#3 Baseline (as defined in the Appendix to this Agreement).	USD 1,833,333.33 once Cohort 1 reached a minimum of 0.5% reduction within Program implementation, and thereafter USD 366,666.66 per each 0.1% reduction, all up to USD 7,333,333.
	DLR#3.2 (Scalable): At least a 0.5% reduction in the number of hospitalizations of ECICEP people with multimorbidity in Cohort 2 in relation to the DLRs#3 Baseline (as defined in the Appendix to this Agreement).	USD 1,833,333.33 once Cohort 2 reached a minimum of 0.5% reduction within Program implementation, and thereafter USD 366,666.66 per each 0.1% reduction, all up to USD 7,333,333.
	DLR#3.3 (Scalable): At least a 0.5% reduction in the number of hospitalizations of ECICEP people with multimorbidity in Cohort 3	USD 1,833,333.33 once Cohort 3 reached a minimum of 0.5% reduction within Program implementation, and thereafter USD 366,666.66

	in relation to the DLRs#3	per each 0.1% reduction, all
	Baseline (as defined in the	up to USD 7,333,333.
	Appendix to this Agreement).	
DLI#3 total:		USD 21,999,999
(4) DLI#4: Participating	DLR#4 <u>(Scalable</u>): 127	USD 118,110 per
Municipalities with an	Participating Municipalities	Participating Municipality up
increase in the number of	have each at least 20% of the	to USD 14,999,970.
people using High-Value	Objective Population using	
Health Services.	at least one High Valued Health Service.	
	Health Service.	
DLI#4 total:		USD 14,999,970
(5) DLI#5: Surveillance and	DLR#5.1 (Non-Scalable):	USD 5,000,000
preparedness for public health	MoH has issued a ministerial	
emergency and climate	exempt resolution	
change risks in universal PHC.	(resolución exenta)	
PHC.	approving a new ministerial	
	guide for risk surveillance	
	and preparedness for public health emergency and	
	climate change in universal	
	PHC.	
	DI DUE 0 (G. 1 11) 105	USD 78,740 per Participating
	DLR#5.2 (Scalable): 127	Municipality up to USD
	Participating Municipalities have participated in at least	9,999,980.
	one drill for public health	
	emergency and climate	
	change preparedness.	
DLI#5 total:		USD 14,999,980
(6) DLI#6: PHC Facilities	DLR#6.1 (Non-Scalable):	USD 33,775,000
adjusted to the geographic	MoH has issued a ministerial	
distribution of the population	exempt resolution	
and energy efficiency	(resolución exenta)	
standards.	approving basic	
	requirements (considering	
	the geographic distribution of the population as well as	
	energy efficiency and	
	climate resilience standards)	
	for the new PHC	
	infrastructure model design.	
	DLR#6.2 <u>(Scalable)</u> : 127	
	PHC Facilities have been	
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	built and are operating according to the basic requirements of the new PHC infrastructure model design.	USD 188,976 per PHC Facility up to USD 23,999,952.
DLI#6 total:		USD 57,774,952
(7) DLI#7: Improved purchasing of health services.	DLR#7.1 (Non-Scalable): Publication of the PHC Health Benefit Package's preventive services costing study on the MoH's website signed by the Minister of MoH.	USD 4,500,163
	DLR#7.2 (Non-Scalable): Decree approving the updated financial resource allocation mechanism for PHC published in the Official Gazette.	USD 5,000,000
DLI#7 total:		USD 9,500,163
(8) DLI#8: Virtual Health Management Platform.	DLR#8.1 (Non-Scalable): Administrative communication issued by MoH informing the availability of a virtual health management platform, including technical guidelines for its use. DLR#8.2 (Scalable): 127 Participating Municipalities	USD 4,000,000 USD 110,236 per Participating Municipality up
	have each at least 75% positive answers declared regarding the user experience survey evaluating their respective PHC service delivery.	to USD 13,999,972.
DLI#8 total:		USD 17,999,972
(9) Front-end Fee to be paid pursuant to Section 2.03 of this Agreement in accordance with Section 2.05 (b) of the General Conditions.	N/A	USD 500,000
(10) Interest Rate Cap or Interest Rate Collar premium to be paid pursuant to Section	N/A	USD 0

4.05 (c) of the General		
Conditions.		
(11) Commitment Charge on	N/A	USD 1,225,000
the Loan accrued		
on or before the last Payment		
Date immediately preceding		
the Closing Date to be paid		
pursuant to Section 3.01 (b)		
of the General Conditions and		
Section 2.04 of this		
Agreement in accordance		
with Section 2.05 (c) of the		
General Conditions.		
TOTAL AMOUNT	-	USD 200,000,000

B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) on the basis of DLRs achieved prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed USD 50,000,000 may be made on the basis of DLRs achieved prior to this date but on or after January 1, 2024; and
 - (b) for any DLR under Categories (1), (2), (3), (4), (5), (6), (7), (8), until and unless the Borrower has furnished evidence satisfactory to the Bank that said DLR has been achieved.
- 2. Notwithstanding the provisions of Part B.1 (b) of this Section, if any of the DLRs under Categories (1), (2), (3), (4), (5), (6), (7), (8) has not been achieved, the Bank may, by notice to the Borrower: (a) reallocate all or a portion of the proceeds of the Loan then allocated to said DLR to any other DLR; and/or (b) cancel all or a portion of the proceeds of the Loan then allocated to said DLR.
- 3. The Closing Date is June 30, 2028.

SCHEDULE 3

Commitment-Linked Amortization Repayment Schedule

The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share").

Level Principal Repayments

Level I Thielpal Repayments		
Principal Payment Date	Installment Share	
On each January 1 and July 1		
Beginning January 1, 2029		
through January 1, 2040	4.17%	
On July 1, 2040	4.09%	

APPENDIX

Definitions

- 1. "Anti-corruption Guidelines" means, for purposes of paragraph 6 of the Appendix to the General Conditions, the "Guidelines on Preventing and Combating Fraud and Corruption in Program-for-Results Financing", dated February 1, 2012, and revised July 10, 2015.
- 2. "Category" means a category set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
- 3. "Cohort" means one of the following cohorts, as applicable: (a) Cohort 1: the population of the first Participating Municipalities that adhered to the Universal PHC Program as of December 31, 2024 (DLR#3.1); Cohort 2: the population of the subsequent Participating Municipalities that adhered to the Universal PHC Program as of December 31, 2025 (DLR#3.2); and Cohort 3: the population of the subsequent Participating Municipalities that adhered to the Universal PHC Program as of December 31, 2026 (DLR#3.3).
- 4. "Comprehensive Response Team" or "CRT" means a team appointed by a Participating Municipality's mayor and trained for emergency risk surveillance on public health and climate change in universal PHC.
- 5. "DIFAI" means MoH's Division of Finance and Internal Administration (*División de Finanzas y Administración Interna*), or any successor thereto acceptable to the Bank.
- 6. "Disbursement Linked Indicator" or "DLI" means, in respect of a given Category, the indicator related to said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
- 7. "Disbursement Linked Result" or "DLR" means in respect of a given Category, the result under said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement, on the basis of the achievement of which, the amount of the Loan allocated to said result may be withdrawn in accordance with the provisions of said Section IV.
- 8. "DLR#2.2 Baseline" means a baseline from the 2024 User Treatment Survey, with sexual orientation and sexual identity included as part of its variables of analysis.
- 9. "DLRs#3 Baseline" means a baseline to be estimated for each Cohort, once all the corresponding Municipalities within said Cohort have been incorporated into the Universal PHC de Program, agreed between the Borrower and the Bank and reflected in the Operation Manual.
- 10. "ECICEP" or "Comprehensive People-Centered Care Strategy" means *Estrategia de Cuidado Integral Centrado en las Personas*, a comprehensive people-centered care strategy in PHC implemented by the Borrower's MoH that allows classifying patients according to their multi-morbidity.

- 11. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for IBRD Financing, Program-for-Results Financing", dated December 14, 2018 (last revised on July 15, 2023).
- 12. "GBV" means gender-based violence.
- 13. "High-Value Health Service" means a service of high health value included in the PHC Health Benefit Package or in a reinforcement program of primary healthcare, selected in accordance with the criteria used in health technology assessments (including, *inter alia*, clinical effectiveness, cost-effectiveness, quality of life and patient-reported outcomes, equity and accessibility, acceptability and feasibility and comparative effectiveness criteria) and set forth in the Operation Manual.
- 14. "LGBTIQA+" means an evolving acronym that stands for lesbian, gay, bisexual, transgender, intersex, queer/questioning, asexual.
- 15. "MoH" means *Ministerio de Salud*, the Borrower's Ministry of Health, or any successor thereto acceptable to the Bank.
- 16. "Municipality" means any municipality referred to in the Borrower's Law No. 18,695 published in the Borrower's Official Gazette on March 31, 1988, as amended from time to time. "Municipalities" means more than one Municipality.
- 17. "National Health Service Entity" means any of the twenty-nine (29) functionally decentralized state agencies of the Borrower's primary health care system distributed in the 16 regions of the Borrower's territory, with legal personality and subject to the supervision of the MoH.
- 18. "NCDs" means non-communicable diseases.
- 19. "Non-Scalable DLRs" means the DLRs that cannot be achieved partially and require full attainment to trigger a disbursement.
- 20. "Official Gazette" means the *Diario Oficial*, the Borrower's official gazette.
- 21. "Objective Population" means the population enrolled in one PHC Facility in any Participating Municipality.
- 22. "Operation Manual" means the Borrower's manual referred to in Section I.C of Schedule 2 to this Agreement, as the same may be amended from time to time with the agreement of the Bank.
- 23. "PCT" means the team referred to under Section I.A.1 of Schedule 2 to this Agreement.
- 24. "PHC" means primary healthcare.
- 25. "PHC Health Benefit Package" means a set of health benefits within the comprehensive health care model that each PHC Facility offers to population enrolled in any PHC Facility,

- aimed at meeting the health needs of its members and addressing the protective and risk factors present in the immediate environment in which family life develops, in accordance with technical and programmatic guidelines of MoH.
- 26. "Participating Municipality" means any Municipality which participates in the Universal PHC Program in accordance with the eligibility criteria set forth in the Operation Manual; and "Participating Municipalities" means more than one Participating Municipality.
- 27. "Participation Agreement" means an agreement between a National Health Service Entity and a Participating Municipality, according to the provisions of Section B.1 of Schedule 2 to this Agreement; "Participation Agreements" means more than one Participation Agreement.
- 28. "PHC Facility" means a health facility providing primary health care, including, *inter alia*, health centers, emergency services, and medical centers.
- 29. "Program Action Plan" means the Borrower's plan referred to in Section I.D of Schedule 2 to this Agreement, agreed between the Borrower and the Bank, which details the gaps identified during the Borrower's system assessment, including, among others, financial management, procurement, and environmental and social matters, attached to the Operation Manual, as said plan may be amended from time to time with the prior and written agreement of the Bank.
- 30. "Signature Date" means the later of the two dates on which the Borrower and the Bank signed this Agreement, and such definition applies to all references to "the date of the Loan Agreement" in the General Conditions. Countersignature dates by the Treasurer General of the Republic of Chile and Comptroller General of the Republic of Chile are not considered for purposes of establishing the Signature Date.
- 31. "Scalable DLR" means the DLRs that can be achieved partially and do not require full attainment to trigger a disbursement.
- 32. "Universal Primary Health Care Program" or "Universal PHC Program" means the Borrower's primary healthcare program originally approved by MoH's Exempt Resolution (*Resolución Exenta*) No. 112, dated February 9, 2023, as said Resolution may be further updated or replaced by any other legal instrument of the Borrower's legal framework, which seeks to transform the public health primary level into the main strategy for the health care of the entire Borrower's population.
- 33. "Verification Agent" means the independent consultant or consultants, government agency/ies and/or panel(s) of experts to be selected/appointed in accordance the provision of Section I.D.1 (a) of Schedule 2 to this Agreement for the purposes of certifying the achievement of DLIs/DLRs.
- 34. "Verification Protocol" means the protocol agreed upon by the Bank and the Borrower to verify the data and other evidence supporting the achievement of one or more DLRs as specified in the Operation Manual. Such protocols may be modified from time to time with the agreement of the Bank.

35. "User Treatment Survey" means the survey that evaluates the improvement of the quality of user treatment for employees with respect to PHC, required by Law No. 20,645 published in the Borrower's Official Gazette on December 15, 2012, as amended from time to time.